

MA-88

11/91

## GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars \$(10.00) in hand paid the receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to One Hundred (\$100.00) per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we,

Helen W. Delbove, Executrix of the Estate of  
Eliot Whittington, deceased

STATE MS - DESOTO CO.  
FILED

DEC 2 1 00 PM '98

BK 343 PG 796  
W.F. DAVIS CH. CLK.

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MID-AMERICA PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement, at any time and from time to time, to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, aboveground gate valves and other appurtenances, including electric lines, cathodic protection equipment, and other devices for the control of pipeline corrosion, within the confines of a right of way Fifty (50) feet in width, said right of way being Forty (40) feet on the North/West side and Ten (10) feet on the South/East side of a line (to be) (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situate in the County of DeSoto

State of Mississippi To-wit:

See Exhibit "A" attached hereto and made a part hereof.

Upon completion of construction, the width of the right of way shall revert to a permanent 20 foot wide easement with said pipeline being in the center of the easement.

Grantee agrees to indemnify and save Grantor harmless from and against any and all liability, loss, damage, expense, causes of action, suits, claims or judgments brought or acquired by third parties, including but not limited to employees and agents of Grantee, arising out of or resulting from the construction, operation or maintenance of the pipeline.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines, without the express written consent of Grantee.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises which may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them. Grantor hereby expressly agrees in the event the route of the pipeline or pipelines to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.

It is hereby understood the party securing this grant on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

Grantor represents the above described land(s) (is not) rented for the period beginning \_\_\_\_\_ 19\_\_\_\_ to \_\_\_\_\_ 19\_\_\_\_ on (cash) (crop) basis to \_\_\_\_\_.

The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

In Witness Whereof the said Grantor \_\_\_\_\_ has \_\_\_\_\_ hereunto set \_\_\_\_\_ her \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ this 2nd day of October, 19 98.

WITNESS:

THE ESTATE OF ELIOT WHITTINGTON, dec

By: Helen W. Delbove, Executrix

HELEN W. DELBOVE, EXECUTRIX

1173 Brookfield Road

Memphis, TN 38119

901-683-1098

Tax ID# 62-6344597

(Individual)

STATE OF TENNESSEE

COUNTY OF SHELBY

BE IT REMEMBERED, That on this 2nd day of

October

A.D., 19 98

before me, a Notary Public in and for said County and State, personally appeared Helen W. Delbove, Executrix of

the Estate of Eliot Whittington, Deceased.

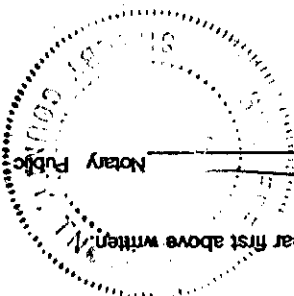
to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses, purposes, and consideration

therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires Jan. 31, 2001

Notary Public



(Individual)

STATE OF

COUNTY OF

BE IT REMEMBERED, That on this day of

A.D., 19

before me, a Notary Public in and for said County and State, personally appeared

to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that

executed the same as free and voluntary act and deed for the uses, purposes, and consideration

therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires:

Notary Public

(Individual)

STATE OF

COUNTY OF

BE IT REMEMBERED, That on this day of

A.D., 19

before me, a Notary Public in and for said County and State, personally appeared

to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that

executed the same as free and voluntary act and deed for the uses, purposes, and consideration

therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires:

Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF

COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same

on behalf of and as the act of

for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the day of

19

My commission expires:

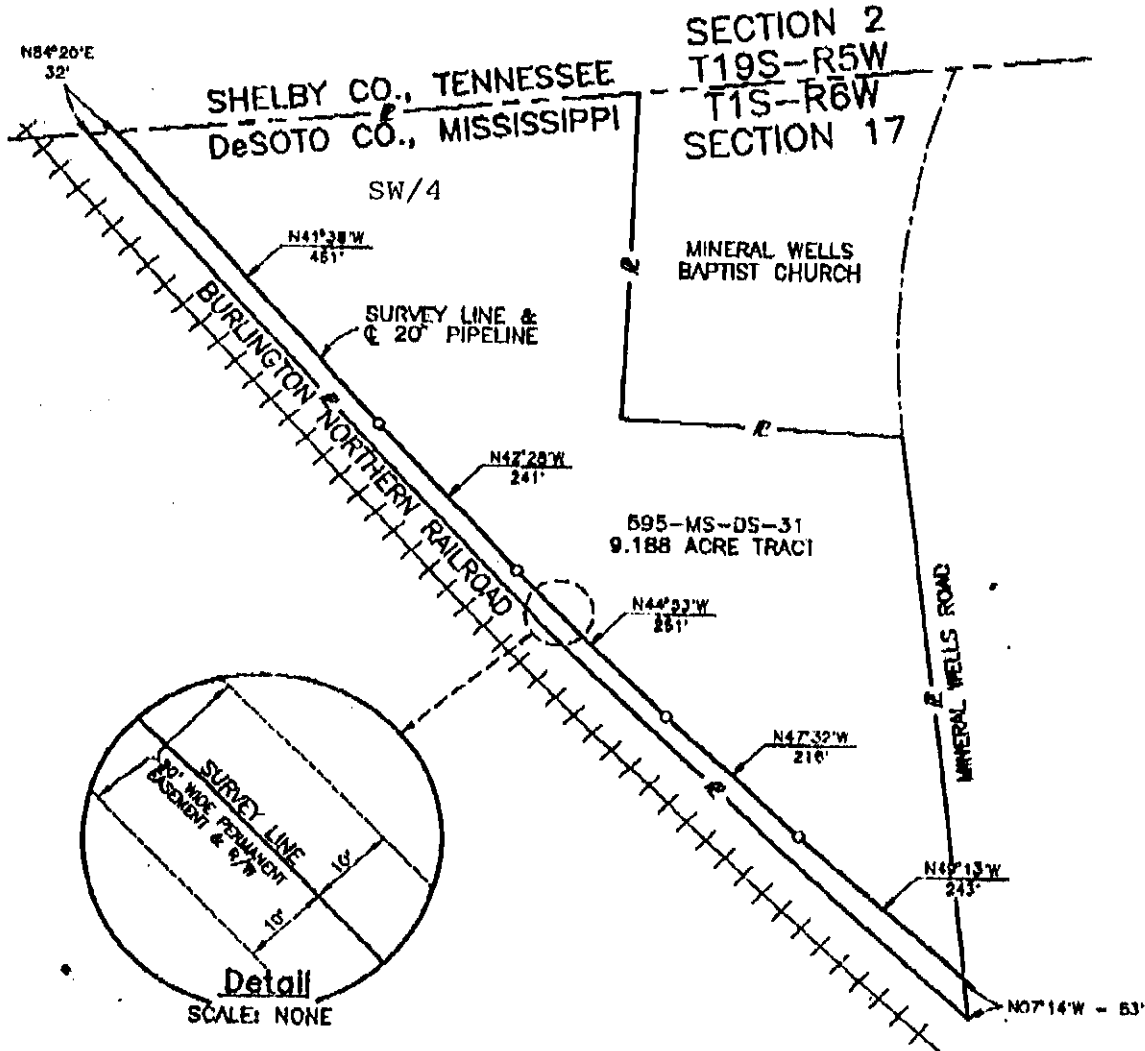
Notary Public

BK0343PG0798

OCT-07-1992 11:06

WILLIAMS

918 560 9127 P.02/03

PART OF SECTION 17, T1S-R6W,  
DeSOTO COUNTY, MISSISSIPPIEXHIBIT "A"  
PAGE 1 OF 2ELIOT WHITTINGTON595-MS-DS-31  
85.58 RODSFIELD BOOK:  
1998-MISC-010,  
PGS. 24 & 26BEARINGS DERIVED FROM DEED RECORDED IN  
VOL. 281 PG. 282 DEED RECORDS  
DeSOTO COUNTY, MISSISSIPPIPERMANENT EASEMENT-R/W = 0.65 Acre

MID-AMERICA PIPELINE COMPANY

TULSA, OKLAHOMA

PROPOSED 20" PIPELINE CROSSING LANDS OF

ELIOT WHITTINGTON

DeSOTO

COUNTY

MISSISSIPPI

DRAWN BY: MK

APPROVED:

595-MS-DS-31

SCALE: 1" = 200'

DATE: 8-28-98

LAST PLOTTED BY - north - ON 09/28/98 AT 09:59  
J:\DS\CH\AM0701\PLANS\DS\_31.DWG. LAST SAVED BY - MARK - ON 08/25/98 AT 08:58. Scale: 1"=200'

595-MS-DS-31  
Eliot Whittington

EXHIBIT "A"  
PAGE 2 OF 2

DESCRIPTION

9.188 acres in the Southwest Quarter of Section 17, Township 1 South, Range 6 West, DeSoto County, Mississippi, and being more particularly described as commence at the Northeast Corner of the Southwest Quarter of Section 17, Township 1 South, Range 6 West in Shelby County, Tennessee; thence Westwardly along half-section line 1024.88 feet to a nail in Mineral Wells Road; thence Southwestwardly along mineral Wells Road 1521.81 feet to W. E. Lamb Northwest Corner in Mississippi-Tennessee line; thence South 84 degrees 20' West along said Mississippi-Tennessee line 355.6 feet to an iron pipe at the Northwest Corner of Mineral Wells Baptist Church property; said point being the point of beginning; thence from point of beginning South 1 degree 40' West along West line of said church property 388.1 feet to an iron pipe; thence South 86 degrees 57' East along South line of said church property 315.00 feet to an iron pipe; thence South 7 degrees 14' East along Mineral Wells Road 698.50 feet to a railroad spike in North line of Frisco Railroad right of way; thence Northwestwardly along said right of way line as it curves to the right a distance of 965.50 feet to a point; thence continuing North 41 degrees 30' West along said right of way line 495.39 feet to an iron pipe in Mississippi-Tennessee line; thence North 84 degrees 20' East along Mississippi-Tennessee line 614.00 feet to the point of beginning and containing 9.188 acres.

EXHIBIT "A"